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FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

**Mar 16, 2023**

SEAN F. MCAVOY, CLERK

9  
10 UNITED STATES DISTRICT COURT  
11 FOR THE EASTERN DISTRICT OF WASHINGTON

12 UNITED STATES OF AMERICA,

13 Plaintiff,

2:21-CR-139-SAB-4

14 v.

15 HUMBERTO ALEGRE,

16 Defendant.

Pretrial Diversion Agreement

17 Plaintiff, United States of America, by and through Vanessa R. Waldref, United  
18 States Attorney for the Eastern District of Washington, and Caitlin Baunsgard,  
19 Assistant United States Attorney for the Eastern District of Washington, as well as  
20 Defendant, HUMBERTO ALEGRE, and Defendant's counsel, Amy Rubin, agree to  
21 the following Pretrial Diversion Agreement (the "Agreement"):

22 **I. Overview**

23 1. On October 5, 2021, the United States Attorney's Office for the Eastern  
24 District of Washington charged Defendant, HUMBERTO ALEGRE, with Conspiracy  
25 to Distribute 500 Grams of Methamphetamine and Heroin, in violation of 21 U.S.C. §  
26 846 (Count 1), and Distribution of 50 Grams or More of Actual (Pure)  
27 Methamphetamine, in violation of 21 U.S.C. § 841(a)(1), (b)(1)(A)(viii) (Count 2).  
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1           2. Defendant stipulates and agrees there is sufficient evidence to support the  
2 allegations, and the United States could prove his guilty beyond a reasonable doubt.  
3 Defendant wishes to accept responsibility for this conduct. Accordingly, Defendant  
4 stipulates and agrees to the following facts, referred to herein as the “Covered  
5 Conduct”:

6           a. The Drug Enforcement Administration (“DEA”) was investigating  
7 a drug trafficking organization operating in the Eastern District of Washington. In  
8 pursuit of that investigation, several confidential informants were utilized to conduct  
9 controlled purchases of controlled substances from multiple members of the  
10 organization.

11           b. The typical pattern utilized by this organization involved the  
12 customer in the Eastern District of Washington placing an order with the source of  
13 supply of controlled substances, who resides in Mexico and goes by the moniker  
14 “Junior”. When an agreement on the particulars of the purchase was reached,  
15 “Junior” would dispatch a “runner” to deliver the order to the customer and collect the  
16 proceeds from the sale.

17           c. In conformance with this pattern, on November 9, 2020, a  
18 confidential informant (“CI”) engaged in recorded phone contact with “Junior” and  
19 arranged to purchase 1/2 pound of methamphetamine. The CI and the CI’s vehicle  
20 were searched prior to and after the controlled purchase, with no contraband located.  
21 The CI was provided with pre-recorded buy funds to purchase the methamphetamine.

22           d. That same day, at the time arranged with “Junior”, the CI arrived  
23 in the Spokane Valley, Washington area and was met by the “runner”. “Junior”  
24 advised the “runner” was at the location driving a green van. A green van was located  
25 at the meeting location, registered to Defendant. The CI entered Defendant’s vehicle  
26 to complete the controlled buy. The CI exited Defendant’s vehicle, returned to the  
27 CI’s vehicle, and met DEA at a pre-determined location. Once there, the CI provided  
28 the purchased drugs. The CI advised that when he/she entered Defendant’s green van,

1 Defendant was in the driver's seat. The CI attempted to talk with Defendant regarding  
2 the transaction; however, Defendant pointed towards the back seat of the van where  
3 there was another male seated. The CI was not able to positively identify the male  
4 due to the lighting conditions in the back of the van. The CI handed the male the pre-  
5 recorded U.S. Currency, and the male handed the CI the methamphetamine.

6 e. Meanwhile, surveillance units continued to monitor/surveil  
7 Defendant's vehicle from the buy location to Defendant's residence in Royal City,  
8 Washington.

9 4. On authority from the Attorney General of the United States, through  
10 Vanessa R. Waldref, United States Attorney for the Eastern District of Washington,  
11 prosecution in the Eastern District of Washington for the Covered Conduct shall be  
12 deferred for 12 months. This 12-month period begins on the date this Agreement is  
13 signed by both parties and accepted by the Court.

14 5. The United States and Defendant stipulate and agree that the Court will  
15 maintain jurisdiction over this matter and that the Court shall be the final arbiter as to:  
16 (1) whether a party breached this Agreement, and if so; (2) the appropriate remedy,  
17 which may include either terminating the Agreement or modifying its terms. A  
18 modification may include extending the Agreement's 12-month period by an  
19 additional 12 months, for a total of 24 months.

## 20 **II. Terms**

21 Defendant stipulates and agrees to the following terms:

22 6. **Supervision.** Defendant stipulates and agrees to be supervised by the  
23 U.S. Probation Office during this 12-month period (or longer, if the period is extended  
24 by the Court). Further, Defendant understands the following:

25 a. Defendant shall not violate any federal, state, or local law. This  
26 term does not apply to minor civil infractions such as speeding.  
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1           b.     If Defendant is arrested or has any official contact with law  
2 enforcement in a civil or criminal investigative capacity, he shall notify his  
3 supervising pretrial diversion officer within two business days.

4           c.     Defendant shall live within the jurisdiction of the Eastern District  
5 of Washington. If Defendant seeks to move outside the District, he shall notify and  
6 seek the approval of his supervising pretrial diversion officer so that appropriate  
7 arrangements in light of the Agreement can be made.

8           d.     Defendant shall maintain employment in a lawful occupation.  
9 When out of work, Defendant shall notify his supervising pretrial diversion officer. In  
10 the event that Defendant becomes self-employed, he shall provide evidence of such  
11 self-employment.

12          e.     Defendant shall report to his supervising pretrial diversion officer  
13 as directed by the Court or U.S. Probation. Any failure to abide by the reporting  
14 requirements as established by the Court or U.S. Probation shall be deemed as an  
15 irrevocable violation of the Agreement.

16        7.     **Tolling.** Defendant stipulates and agrees to toll the running of all  
17 applicable statutes of limitations and any time-based defenses for the Covered  
18 Conduct. This tolling shall run from the date the Agreement is signed by all parties  
19 until the Agreement expires or is terminated by the Court. Defendant stipulates and  
20 agrees that the Agreement's tolling provision does not abridge or curtail the applicable  
21 statute of limitations in any way, but rather extends the applicable statute of  
22 limitations by the period of time that the Agreement is in effect.

23           Defendant further expressly waives indictment and all rights to a speedy trial  
24 pursuant to the Sixth Amendment of the United States Constitution, 18 U.S.C. § 3161,  
25 Federal Rule of Criminal Procedure 48(b), and any applicable Local Rules of the  
26 United States District Court for the Eastern District of Washington for the period  
27 during which this Agreement is in effect.  
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1           9.     **Breach.** If the Court, after a hearing, terminates the Agreement based on  
2 a breach by Defendant, the United States may resume its prosecution against  
3 Defendant as to the charge(s) under investigation, and any additional charges.

4           10.    **Admissibility of the Agreement in Prosecution.** In the event that the  
5 Court terminates the Agreement based on a breach by Defendant, Defendant stipulates  
6 and agrees that the Agreement and his admissions contained therein shall be  
7 admissible against him at any trial, sentencing, or other related proceeding.

8           The United States stipulates and agrees to the following:

9           11.    **Deferred Prosecution and Dismissal.** The United States stipulates and  
10 agrees to defer prosecution of the above-captioned matter for a period of 12 months  
11 (or up to 24 months, if the Agreement is extended). When and if Defendant satisfies  
12 all the requirements of the Agreement (including any modifications or extensions), the  
13 United States stipulates will, seek dismissal with prejudice of the Indictment filed  
14 against Defendant pursuant to this Agreement. Except in the event of a violation by  
15 Defendant of any term of this Agreement, the United States will bring no additional  
16 charges against Defendant relating to its conduct as described in the Complaint and  
17 the Covered Conduct set forth above. This agreement does not provide any protection  
18 against prosecution for any crimes except as set forth above. Defendant and the  
19 United States understand that the Court must approve deferral under the Speedy Trial  
20 Act, in accordance with 18 U.S.C. § 3161(h)(2). Should the Court declined to defer  
21 prosecution for any reason: (1) both the United States and Defendant are released  
22 from any obligation imposed upon them by this Agreement; and (2) this Agreement  
23 shall be null and void, except for the tolling provisions set forth herein.

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4 **III. Approvals and Signatures**

5 Agreed and submitted on behalf of the United States Attorney's Office for the  
6 Eastern District of Washington.

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8 Vanessa R. Waldref  
9 United States Attorney


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11 Caitlin Baunsgard  
12 Assistant U.S. Attorney

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Date 3/16/23

14 I have read the Agreement and have carefully reviewed and discussed every  
15 part of the agreement with my attorney. I understand and voluntarily enter into this.  
16 Furthermore, I have consulted with my attorney about my rights, I understand those  
17 rights, and I am satisfied with the representation of my attorney in this case. I  
18 understand the terms and conditions of the Agreement and agree to comply with them.

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HUMBERTO ALEGRE  
Defendant

Date 3/16/23

  
Amy Rubin  
Attorney for Defendant

Date 3/16/23

Approved without passing judgment on the merits or wisdom of this diversion.



Stanley A. Bastian  
Chief United States District Judge

March 16, 2023  
Date

I hereby certify that I have read and translated the entire foregoing document to Defendant in a language with which Defendant is conversant. If questions have arisen, I have notified Defendant's counsel of the questions and have not offered nor given legal advice nor personal opinions.

Interpreter

DATE

**I hereby state that the above has been translated for me into the Spanish language, and I understand the conditions of my pre-trial diversion. Further, I agree that I will comply with them.**

HUMBERTO ALEGRE

DATE